

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON - SEATTLE

RICHARD O. BUSE,

Plaintiff,

vs.

FIRST AMERICAN TITLE INSURANCE
COMPANY; FORCLOSURELINK, INC.;
GREENPOINT MORTGAGE FUNDING
INC.; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.;
RESCOMM HOLDINGS NO. 2, LLC; UM
ACQUISITIONS, LLC; TOM BLOCK; and
Doe Defendants 1 through 20,,

Defendants.

Case No. C-08-0510-MJP

AFFIDAVIT OF PETER J. SALMON RE:
DEFENDANTS' FIRST AMERICAN
TITLE INSURANCE COMPANY AND
FORECLOSURELINK, INC.S MOTION
FOR SUMMARY JUDGMENT, OR
ALTERNATIVELY, FOR SUMMARY
ADJUDICATION

NOTE ON MOTION CALENDAR
April 24, 2009

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)


I, Peter J. Salmon, being first duly sworn, declare under penalty of perjury as follows:

1. I am an attorney at law duly licensed to practice law before this Court and in the State of California. I am attorney of record for Defendants First American Title Insurance Company and Foreclosurelink, Inc. I have personal knowledge of the following facts, and if called upon to testify as a witness I could and would do so competently.

2. On March 12, 2009, Plaintiff served his responses to Interrogatories and Requests for Production of Documents propounded by co-defendant Mortgage Electronic Registration Systems, Inc. The responses included the production of a Loan Modification, Settlement and Release

1 Agreement between Plaintiff and co-defendant Tom Block, the beneficiary under the deed of trust
 2 under which First American Title Insurance Company was the substituted trustee. A true and correct
 3 copy of the Responses with the Loan Modification, Settlement and Release Agreement produced as
 4 document numbers 00176 through 00181 is attached hereto as Exhibit A.

5 I declare under penalty of perjury under the laws of the United States that the foregoing is
 6 true and correct, executed this 30th day of March 2009, at San Diego, California.

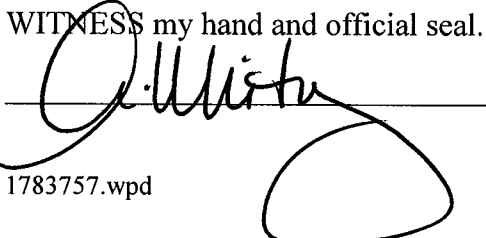
7 
 8
 9 PETER J. SALMON

10
 11 STATE OF CALIFORNIA)
 12 COUNTY OF SAN DIEGO) ss

13 On 3-30-09, 2009, before me, the undersigned, a Notary Public in and for said State,
 14 personally appeared Peter J. Salmon, personally known to me (or proved to me on the
 15 basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
 16 instrument and acknowledged to me that he/she executed the same in his authorized capacity(ies),
 17 and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which
 18 the person(s) acted, executed the instrument.

19 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
 20 paragraph is true and correct.

21 WITNESS my hand and official seal.

22 
 23
 24 1783757.wpd

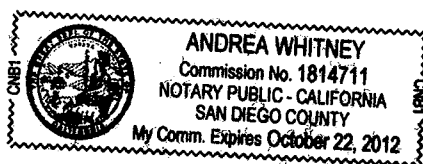


EXHIBIT A

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Richard O. Buse,

Plaintiff,

v.

First American Title Insurance Company,
Foreclosurelink, Inc., Greenpoint Mortgage
Funding, Inc., Mortgage Electronic
Registration Systems, Inc., Rescomm
Holdings No. 2, LLC, UM Acquisitions,
LLC, Tom Block, and Doe Defendants 1
through 20,

Defendants.

Case No. C-08-0510-MJP

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.'S FIRST
SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFF RICHARD
O. BUSE AND RESPONSES THERETO

TO: PLAINTIFF RICHARD O. BUSE

AND TO: HIS COUNSEL OF RECORD, MELISSA A. HUELSMAN

Pursuant to Rules 26, 33 and 34 of the Federal Rules of Civil Procedure, Defendant Mortgage Electronic Registration Systems, Inc. ("MERS"), by and through its attorneys of record, propounds the following Interrogatories and Requests for Production of Documents upon Plaintiff Richard O. Buse ("Buse").

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.'S FIRST SET OF
INTERROGATORIES AND REQUESTS FOR
PRODUCTION - 1

Law Office of Melissa A. Huelsman, P.S.
705 Second Ave, Ste 501
Seattle, WA 98104-7044 • Tel: 206.447-0103

INSTRUCTIONS

1
2 1. Due Date. Pursuant to FRCP 6, 33 and 34, you are directed to provide a written
3 response to these Interrogatories and Requests for Production and to produce and make
4 available for inspection and copying all of the documents requested herein at the offices of
5 DLA Piper US LLP, 701 Fifth Avenue, Suite 7000, Seattle, Washington 98104, within **thirty**
6 **(30) days** after service upon you of these Interrogatories and Requests for Production, or at
7 such other time and place as may be mutually agreed upon by the parties.
8

9 2. Scope. The Interrogatories contained herein request information within your
10 knowledge and the knowledge of your agents and attorneys. The Requests for Production
11 contained herein seek production of all documents in your possession, custody or control,
12 including, without limitation, documents in storage and documents held by agents, attorneys or
13 other persons on your behalf and subject to your control. In case of any ambiguity as to
14 whether a document is called for by the Requests for Production contained herein, such
15 document is to be produced.
16

17 3. Objections. If you object to answering any Interrogatory or producing
18 documents in response to any Request for Production, in whole or in part, you must specifically
19 state your objection and all factual and legal bases for the objection. If you object only to a
20 portion of an Interrogatory or a Request for Production, you must specify the part to which you
21 object and answer or produce documents in response to the remainder.
22

23 4. Claim of Privilege. If you withhold any document or information based on the
24 attorney-client privilege, the attorney work-product immunity, or any other privilege or
25 immunity, you must identify the document or information withheld and provide the following
26 information: (i) a description of the document or information, including the nature of the

1 document or information (e.g., email, letter, database, etc.); (ii) the author(s) and/or creator(s)
2 of the document or information; (iii) the recipient(s) or addressee(s) of the document or
3 information; (iv) the date of the document or information; (v) the subject matter of the
4 document or information; (vi) the nature of all privileges or immunities claimed; and (vii) all
5 such additional information as is necessary for MERS to understand and challenge the
6 withholding of the document or information, as appropriate.
7

8 5. Duty to Supplement. Following the service of your responses to these
9 Interrogatories and Requests for Production, you are subject to the duty of supplementation
10 imposed by Federal Rule of Civil Procedure 26(e). Additionally, these Interrogatories and
11 Requests for Production are continuing and continuously renewed until the time of trial.
12 Therefore, if and when you obtain any information that materially affects any answer or
13 response to these Interrogatories or Requests for Production, the affected answer or response
14 will be deemed no longer true and you must promptly supplement and update your answer or
15 response.
16

17 6. Document Delivery. Deliver each document produced in response to the
18 Requests for Production contained herein in a manner that preserves its sequential relationship
19 with other documents being produced, including the file folder and folder tab associated with
20 its file location, and if not apparent on the folder or tab, accompanied by identification of the
21 person or location from which the files were taken and such additional source information as is
22 necessary to enable the parties to determine the document's original pre-production location.
23 When documents are produced pursuant to the Requests for Production contained herein, the
24 documents are to be produced in a manner so that the Request for Production to which they are
25 responsive can be readily identified.
26

1 7. Missing Documents. If a document called for by a Request for Production is
2 known to have existed but cannot be located now, identify the document and state the
3 following: (1) whether the missing document has been in your possession, custody or control;
4 (2) where the missing document was last known to be and the date when the document was last
5 known to be in such location; (3) in whose possession, custody or control such a copy of the
6 document may be found or; (4) where applicable, whether the document has been destroyed.

8 8. Preservation and Production of Electronic Documents. The Requests for
9 Production include within their scope electronically stored information, including all data
10 stored, available from, or maintained by computer or other electronic means. You have an
11 obligation to preserve and protect all such information for purposes of this litigation. You are,
12 therefore, instructed to do the following:

13 a. Do not initiate any procedures that would alter any active, deleted, or
14 fragmented files that might be relevant to this litigation;

15 b. Immediately cease any over-writing, alteration, deletion, or destruction
16 of electronic media that may result in the alteration or loss of any electronically stored
17 information, including any document retention or destruction policies you would normally
18 follow in the ordinary course; and

19 c. Do not dispose of any electronic media storage device that may contain
20 electronically stored information that might be relevant to this litigation.

21 E-mails and other electronic documents may appear to have been "deleted" from a
22 desktop or other computer device; however, they are not necessarily irretrievable. Therefore,
23 you should search for evidence on hard drives, networks, backup tapes, or wherever else data
24 may be stored.
25
26

Throughout these Interrogatories and Requests for Production, including the definition of terms, the singular number includes the plural and the plural number includes the singular; the conjunctive (terms connected by “and”) includes the disjunctive (terms connected by “or”) and the disjunctive includes the conjunctive; words used in the masculine gender include the feminine and words used in the feminine gender include the masculine; the present tense includes the past tense and the past tense includes the present tense, unless the clear meaning indicates otherwise. Wherever the word “including” appears, the meaning intended is “including, but not limited to.”

As used throughout these Interrogatories and Requests for Production, the following terms have the following meanings:

1. As used herein, the terms “you,” “your,” and “Plaintiff,” refer to Plaintiff Richard O. Buse, and each of his present and former agents, attorneys, representatives, and any and all persons acting or who have acted upon his behalf.

2. "MERS" means Defendant Mortgage Electronic Registration Systems, Inc., its present and former agents, representatives, and any and all persons acting or who have acted upon its behalf.

3. "Defendant" or "Defendants" means all defendants other than MERS named in

1 the Lawsuit—regardless of whether any Defendant may have been dismissed from the
 2 Lawsuit—and includes First American Title Insurance Company; ForeclosureLink, Inc.;
 3 Greenpoint Mortgage Funding, Inc.; Rescomm Holdings No. 2, LLC; UM Acquisitions, LLC;
 4 UM Capital, LLC; United Mortgage & Loan Investment, LLC; Tom Block; their present and
 5 former agents, representatives, and any and all persons acting or who have acted upon their
 6 behalf.
 7

8 4. “Lawsuit” means the lawsuit filed by Plaintiff in the Superior Court of the State of
 9 Washington, County of King, styled *Richard O. Buses v. First American Title Insurance*
 10 *Company et al.*, Case No. 08-2-08093-5 SEA, and which is now venued in the United States
 11 District Court for the Western District of Washington, Case No. 08-CV-510.
 12

13 5. “Complaint” means the Amended Complaint filed by Plaintiff Richard O. Buse,
 14 which was signed on or about March 5, 2008.

15 6. “Property” means the property that is the subject matter of the Lawsuit that is
 16 located at 31210 Carnation Duvall Road Northeast, Carnation, Washington 98014.

17 7. “Mortgage Documents” means all documents related to the Property, including
 18 any promissory notes, Deeds of Trust, any attachments, assignments, and amendments thereto,
 19 which were executed by Plaintiff at any time.
 20

21 8. The term “document” is used in its broadest sense and includes any writing and
 22 any other data or tangible thing known to you, whether an original or a copy, whether printed,
 23 recorded, or reproduced by any process, including electronic versions, or written by hand, and
 24 whether or not claimed to be privileged or exempt from production for any reason.
 25 “Document” includes, but is not limited to, notes, letters, correspondence, e-mail (including
 26 any attachments), interoffice communications, telegrams, memoranda, summaries or records of

1 telephone conversations, summaries or records of personal conversations, diaries, reports,
2 research reports and notebooks, studies, statistics, working papers, indices, charts, plans,
3 drawings, photographs, minutes or recordings of meetings, reports or summaries of
4 investigations, opinions or reports of consultants, agreements, reports or summaries of
5 negotiations, brochures, pamphlets, advertisements, circulars, trade letters, press releases, drafts
6 of documents, computer tapes or disks, computer printouts, computer directories, computer
7 files, videotapes or audiotapes, microfilm, microfiche, financial statements, financial
8 calculations, pleadings or other documents in connection with any court proceeding, and all
9 material fixed in a tangible medium, including electronic, mechanical, magnetic, optical or
10 electric records or representations of any kind including metadata, of whatever kind known to
11 you or in your possession, custody, or control.
12

13
14 9. As used herein, the term "communication" is used in its broadest sense and shall
15 mean the transmission, sending, and/or receipt of information of any kind by and/or through
16 any means, whether face-to-face or otherwise, including, but not limited to, speech, writings,
17 language (machine, foreign, or otherwise), computer electronics of any kind (including e-mail),
18 magnetic tape, video tape, photographs, graphs, symbols, signs, magnetic disks, sound, radio,
19 and/or video signal, telephone, teletype, telecommunication, telegram, facsimile transmission,
20 microfilm, microfiche, and/or photographic film of any type.
21

22 10. As used herein, the term "person" means any natural person and any other
23 cognizable entity, including, but not limited to, corporations, proprietorships, partnerships, joint
24 ventures, unions or guilds, consortiums, clubs, associations, foundations, governmental
25 agencies or instrumentalities, societies, organizations, and orders.
26

11. As used herein with respect to a person, the terms "identify" or "identity" mean

1 to provide, to the extent known, the person's full name, present or last known address, and
 2 when referring to a natural person, the present or last known place of employment. Once a
 3 person has been identified in accordance with this paragraph, only the name of that person need
 4 be listed in response to subsequent requests to identify that person.

5
 6 12. As used herein with respect to a meeting, the term "identify" means to provide,
 7 to the extent known, the location of the meeting, the persons attending the meeting, the location
 8 and date of the meeting, and the subject matter discussed at the meeting.

9 13. As used herein, the terms "reflect," "refer," and "relate to" mean constituting,
 10 concerning, comprising, containing, setting forth, showing, disclosing, describing, explaining,
 11 summarizing, mentioning, pertaining to, and concerning.

12
 13 14. "And" or "or" shall be construed either disjunctively or conjunctively as
 14 necessary to bring within the scope of the discovery request all responses that might otherwise
 15 be construed to be outside of its scope.

16 15. "Any" shall be understood to include and encompass "all."

17 INTERROGATORIES

18 INTERROGATORY NO. 1: Identify the full name and present business and
 19 resident addresses for each person answering these interrogatories and identify each and every
 20 person who participated, assisted, or who was consulted in connection with the preparation of
 21 Plaintiff's answers to these interrogatories.
 22

23 ANSWER: Richard Buse, c/o Law Offices of Melissa A. Huelsman, P.S., 705 Second
 24 Avenue, Suite 501, Seattle, WA 98104.

25 Melissa A. Huelsman, Law Offices of Melissa A. Huelsman, P.S., 705 Second Avenue,
 26 Suite 501, Seattle, WA 98104.

1 **INTERROGATORY NO. 2:** Identify the full name and present business and
 2 resident addresses of each and every person known or believed by Plaintiff or anyone acting
 3 upon Plaintiff's behalf to have been a witness to any of the events or have any information,
 4 theory, or knowledge of the facts referred to in the Complaint and/or Answers, and describe in
 5 detail the nature of all such information, theory, or knowledge of each person listed and the
 6 source thereof.
 7

8 **ANSWER:** All of the Defendants have knowledge of the events, information and
 9 theories asserted in this case and they may be reached through their respective counsel.

10 **INTERROGATORY NO. 3:** Identify the full name and present business and
 11 resident addresses of all persons Plaintiff anticipates he may call, subpoena, or otherwise
 12 require to testify at the trial of this matter and set forth a short summary of the anticipated
 13 testimony expected from each witness.
 14

15 **ANSWER:** See, Response to Interrogatory No. 2, which is incorporated herein by
 16 reference.

17 **INTERROGATORY NO. 4:** Identify and describe in detail all the alleged facts
 18 and documents upon which Plaintiff relies to support the contention in Paragraph 3.2 of the
 19 Complaint that the conduct of MERS "constitutes the tort of outrage."
 20

21 **ANSWER:** Objection, this Interrogatory seeks information which calls for a legal
 22 conclusion and/or requires legal analysis. Since Plaintiff is a layperson who does not
 23 understand the elements of the tort of outrage, and because Defendant MERS is requesting that
 24 Plaintiff provide information regarding elements of the causes of action (Paragraph 3.2 of the
 25 Complaint), he cannot respond. Without waiving any objections, Mr. Buse responds that he
 26 has suffered significant emotional distress as a result of the bringing of the foreclosure action,

1 which he maintains was improper. His symptoms include increased heartrate, anxiety,
2 sleeplessness and general stress.

3 **INTERROGATORY NO. 5:** Identify and describe in detail all the alleged facts
4 and documents upon which Plaintiff relies to support the contention in Paragraph 3.3 of the
5 Complaint that the conduct of MERS "constitutes the tort of intentional infliction of emotion
6 distress and/or reckless disregard for the infliction of emotional distress...."

7
8 **ANSWER:** See, Response to Interrogatory No. 4, which is incorporated herein by
9 reference.

10 **INTERROGATORY NO. 6:** Identify and describe in detail all the alleged facts
11 and documents upon which Plaintiff relies to support the contention in Paragraph 4.2 of the
12 Complaint that MERS recorded, or had recorded, "false documents" with the County of King in
13 the State of Washington.

14
15 **ANSWER:** Mr. Buse hereby incorporates the Factual Statement Portion of his
16 Complaint into this Response.

17 **INTERROGATORY NO. 7:** Identify and describe in detail all the alleged facts
18 and documents upon which Plaintiff relies to support the contention in Paragraph 4.2 of the
19 Complaint that MERS's alleged conduct "impaired Plaintiff's title," constituting "slander of
20 title."

21
22 **ANSWER:** Objection, this Interrogatory seeks information which calls for a legal
23 conclusion and/or requires legal analysis. Since Plaintiff is a layperson who does not
24 understand the elements of slander of title, and because Defendant MERS is requesting that
25 Plaintiff provide information regarding elements of the causes of action (Paragraph 4.2 of the
26 Complaint), he cannot respond. Without waiving any objections, Mr. Buse responds that he

1 does not believe that MERS is the "beneficiary" under the Deed of Trust because it is not
 2 entitled to receive payments from him nor has it ever received payment(s) from him. This and
 3 other assertions in the recorded documents, as identified in the Amended Complaint, are untrue
 4 and therefore constitute slander of title.

5 **INTERROGATORY NO. 8:** Identify and describe in detail all the alleged facts
 6 and documents upon which Plaintiff relies to support the contention in Paragraph 4.3 of the
 7 Complaint that the recording of "false documents[]" had a negative impact upon and impair[ed]
 8 the credit scores of Plaintiff such that it will prevent him from obtaining a new mortgage loan
 9 or other credit."
 10

11 **ANSWER:** Mr. Buse believes that his credit score was negatively affected by the
 12 recording of the Notice of Trustee's Sale and therefore that it has caused his credit damage.
 13

14 **INTERROGATORY NO. 9:** Identify and describe in detail all the alleged facts
 15 and documents upon which Plaintiff relies to support the contention in Paragraph 5.2 of the
 16 Complaint that MERS owed Plaintiff a fiduciary duty and for each such duty identified,
 17 describe in detail the legal and factual support for asserting such a contention.

18 **ANSWER:** Objection, this Interrogatory seeks information which calls for a legal
 19 conclusion and/or requires legal analysis. Since Plaintiff is a layperson who does not
 20 understand the elements of a breach of fiduciary duty claim, and because Defendant MERS is
 21 requesting that Plaintiff provide information regarding elements of the causes of action
 22 (Paragraph 5.2 of the Complaint), he cannot respond. Without waiving any objections, Mr.
 23 Buse maintains that the initiation of the foreclosure proceeding meant that the parties to the
 24 proceeding owed him a duty to comply with the foreclosing statutes and to treat him fairly. Mr.
 25 Buse maintains that, as alleged in the Amended Complaint, all of the Defendants did not treat
 26

1 him fairly or in conformity with the statute.

2 **INTERROGATORY NO. 10:** Identify and describe in detail all the alleged facts
3 and documents upon which Plaintiff relies to support the contention in Paragraph 6.2 of the
4 Complaint that MERS has “engaged in a pattern of unfair business practices in violation of the
5 Washington Consumer Protection Act....”
6

7 **ANSWER:** Objection, this Interrogatory seeks information which calls for a legal
8 conclusion and/or requires legal analysis. Since Plaintiff is a layperson who does not
9 understand the elements of the tort of outrage, and because Defendant MERS is requesting that
10 Plaintiff provide information regarding elements of the causes of action (Paragraph 6.2 of the
11 Complaint), he cannot respond.

12 **INTERROGATORY NO. 11:** Identify and describe in detail all the alleged facts
13 and documents upon which Plaintiff relies to support the contention in Paragraph 6.2 of the
14 Complaint that MERS has “engaged in a pattern of unfair business practices in violation of the
15 Washington Consumer Protection Act....”
16

17 **ANSWER:** This Interrogatory is duplicative of Interrogatory No. 10, and Defendant
18 MERS is referred to Mr. Buse’s response to that Interrogatory, which is incorporated herein.

19 **INTERROGATORY NO. 12:** Identify all medical practitioners, including, but
20 not limited to, physicians, psychologists, therapists, counselors, or any other health care
21 providers from whom Plaintiff has received consultation, treatment, and/or examination for any
22 physical, mental, or emotional illness, injury, or condition from 2000 to the present; and in so
23 doing, provide the name of each medical practitioner, his/her specialty area of practice, the
24 date(s) service was provided, the reason for the service, and any diagnosis given Plaintiff.
25

26 **ANSWER:** None.

1 **INTERROGATORY NO. 13:** Itemize and describe in detail all medical and
 2 other expenses that Plaintiff incurred as a result of the injuries alleged in the Complaint, stating
 3 for each such expense, the identity of the person to whom such expense was incurred, the date
 4 on which such expense was incurred, the total amount of such expense, and if such expense has
 5 been paid, by whom, and identify every bill, receipt, or check evidencing such expenses.

6
 7 **ANSWER:** None.

8 **INTERROGATORY NO. 14:** Itemize and describe in detail each element of
 9 damages Plaintiff seeks to recover from MERS including, but not limited to, the category into
 10 which each item falls (that is, general damages, special or consequential damages, benefit of
 11 the bargain damages, reliance damages, emotional distress damages, out-of-pocket damages,
 12 interest, and any other relevant categories); the factual basis for each item of damages; the
 13 amount claimed for each item of damages; an explanation of how each amount was calculated,
 14 including any mathematical formula; and a description of each document on which such
 15 calculation was based or that supports, tends to support, or tends to refute Plaintiff's answer to
 16 this Interrogatory.
 17

18 **ANSWER:** Mr. Buse has suffered out of pocket damages related to bringing this action
 19 in order to stop the foreclosure sale in an amount which includes attorneys fees and costs
 20 related to bringing an injunction motion and TRO of at least \$3,000.00. Damages relating to
 21 emotional distress will be determined by a trier of fact. Mr. Buse is also entitled to statutory
 22 damages available under RESPA for failure to comply with that statute. Further, Mr. Buse
 23 seeks injunctive relief to prevent Defendant MERS from falsely representing to any other
 24 borrower in the State of Washington that it is a beneficiary under a Deed of Trust and/or that it
 25 has the right to foreclose on real property in the State of Washington pursuant to a Deed of
 26

1 Trust.

2 **INTERROGATORY NO. 15:** Describe in detail all settlements Plaintiff has
3 entered into with any Defendant, including, but not limited to, Defendant Tom Block, related to
4 this Lawsuit, and in so doing, set forth all the terms of the settlement, including whether any
5 novations were entered into, whether any debt was forgiven, whether any monies were paid to
6 or by Plaintiff, whether any new Mortgage Documents were entered into, etc.

7
8 **ANSWER:** Plaintiff hereby provides a copy of the Settlement Agreement entered into
9 between himself and Tom Block, which documents the terms of the settlement reached between
10 the parties.

11 **INTERROGATORY NO. 16:** Describe in detail all efforts made by Plaintiff to
12 mitigate Plaintiff's alleged damages.

13
14 **ANSWER:** Mr. Buse resolved his claims with Mr. Block and has been making
15 mortgage payments since that settlement was entered into.

16 **INTERROGATORY NO. 17:** If you claim MERS or any other Defendant
17 wrongfully foreclosed on the Property, explain how MERS or any other Defendant deviated
18 from the statutory obligations for conducting a foreclosure sale, and describe how MERS or
19 any other Defendant can be liable for wrongful foreclose when the Property was not ultimately
20 sold.

21
22 **ANSWER:** Objection, this Interrogatory seeks information which calls for a legal
23 conclusion and/or requires legal analysis, and it is a request to provide a legal theory in support
24 of factual claims, which may not be requested from a Plaintiff in discovery.

25 **INTERROGATORY NO. 18:** If Plaintiff's answers to any of MERS's First Set
26 of Requests for Admission were anything other than an unqualified admission, for each such

1 answer, identify in detail all facts upon which Plaintiff bases his answer, the identity of each
 2 person who has knowledge of such facts, and identify in detail all documents you claim
 3 substantiates or supports your answer.

4 **ANSWER:** See, Mr. Buse's Responses to Request for Admissions are self-contained
 5 and include all relevant information.
 6

7 **INTERROGATORY NO. 19:** Identify each and every mortgage loan Plaintiff
 8 has applied for and/or received since 2000 to the present, including, but not limited to, the
 9 broker used, if any, the name of each bank, lending company, institution, the date of each
 10 application, the outcome of each application, and if not approved, the reason for the denial of
 11 the application, the amount of the transaction, setting out the total amount of the fees paid
 12 and/or received, the purpose for which you desired the loan, whether you paid the amount owed
 13 according to the terms of the agreement, how you paid the amount owned, and whether any
 14 foreclosure action was instituted.
 15

16 **ANSWER:** Objection, this Interrogatory is unduly burdensome and not designed to
 17 lead to the discovery of admissible evidence. Without waiving any objections, Mr. Buse has
 18 provided all documentation regarding this loan or any prior loans which he obtained on the
 19 property which are in his possession. Defendants are referred to those documents for all
 20 responsive information. Further, Mr. Buse has not applied for or been denied any new
 21 mortgage loans in recent years and therefore he does not have any of these sorts of documents.
 22

23 **INTERROGATORY NO. 20:** Identify every lawsuit, administrative action, or
 24 arbitration claim filed by or against Plaintiff, or in which Plaintiff was a plaintiff, defendant, or
 25 witness, identifying the names of the parties to the suit or claim, the court in which it is or was
 26 pending, the nature of the suit or claim, the outcome of the suit or claim, and the case number.

1 **ANSWER:** Mr. Buse has been a defendant in other civil cases brought in the King
 2 County District Court under Case Numbers 53-004076 – 11/21/05 and 57-000157 – 4/14/05,
 3 and in the King County Superior Court under Case Numbers identified in the printouts attached
 4 hereto. All of these cases were litigation over alleged debts owed.

5 **INTERROGATORY NO. 21:** Identify any instances in which Plaintiff is or has
 6 been in default on any financial obligation, including delinquencies, late payments, collection
 7 efforts, or foreclosures.
 8

9 **ANSWER:** Objection, this Interrogatory seeks information which is not related to the
 10 causes of action herein and is designed solely to harass and annoy Mr. Buse. Therefore, Mr.
 11 Buse will not respond to this Interrogatory. The only issue in this case is the mortgage loan
 12 which is the subject of this litigation, not Mr. Buse's other financial obligations, and he has
 13 provided all information and documentation in his possession about the loan that is the subject
 14 of this litigation.
 15

16 **INTERROGATORY NO. 22:** Identify whether Plaintiff has filed for bankruptcy
 17 and if so identify the date, court, type and outcome of such filing.

18 **ANSWER:** Mr. Buse filed for Chapter 7 bankruptcy protection in 1998 in the Western
 19 District of Washington. He received a discharge.
 20

21 **INTERROGATORY NO. 23:** Identify any incident of arrest or conviction at any
 22 time by a court, government, or law enforcement authority for a crime involving Plaintiff,
 23 including the jurisdiction, date, charges, and disposition of each case.

24 **ANSWER:** Objection, this Interrogatory is overly broad and unduly burdensome, and
 25 is propounded for no other reason than to harass and annoy Mr. Buse, and any such information
 26 is inadmissible as irrelevant character evidence. None of the claims being made in this case

1 relate to criminal conduct nor could any of the Defendants argue for any relief from liability
 2 based upon any arrest or convictions. Without waiving any objections, Mr. Buse responds that
 3 he has been arrested previously for traffic violations, including driving without a license and
 4 other matters in King County, Washington in the years since 2000. All charges were
 5 misdemeanors and Mr. Buse has never been charged with a felony. The case numbers for these
 6 infractions and misdemeanor charges that are known to Mr. Buse in the King County District
 7 Court are I04552876 – 12/6/05; IN0034660 – 6/21/05; IN008331C – 5/6/05; IT0008051 –
 8 12/12/06; CR008125C – 2/20/07; CR007030D – 7/20/06; CR008124C – 2/20/07; CR20382 –
 9 4/19/07.

11 REQUESTS FOR PRODUCTION

12 REQUEST FOR PRODUCTION NO. 1: All documents that in any manner
 13 relate to the allegations in the Complaint or Answers, or otherwise relate to the subject matter
 14 of this lawsuit.
 15

16 RESPONSE: All responsive documents in Mr. Buse's possession were already
 17 provided to the Defendants when Mr. Buse served them with his Initial Disclosures.

18 REQUEST FOR PRODUCTION NO. 2: All documents that in any manner
 19 relate to your answers to MERS's First Set of Interrogatories.
 20

21 RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is
 22 incorporated herein by reference.

23 REQUEST FOR PRODUCTION NO. 3: All documents that in any manner
 24 relate to Plaintiff's answers to MERS's First Set of Requests for Admission.

25 RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is
 26 incorporated herein by reference.

1 **REQUEST FOR PRODUCTION NO. 4:** All statements taken by Plaintiff or
2 anyone acting upon Plaintiff's behalf from any person regarding the issues involved in this
3 lawsuit.

4 **RESPONSE:** Objection, to the extent that this Interrogatory seeks documents
5 protected by the attorney-client privilege and/or the attorney work product doctrine. Without
6 waiving any objections, Defendant is referred to Plaintiff's Response to Interrogatory No. 1,
7 which is incorporated herein by reference.
8

9 **REQUEST FOR PRODUCTION NO. 5:** All documents that in any manner
10 relate to statements made by Plaintiff or any person acting on Plaintiff's behalf, or by persons
11 not a party to this Lawsuit regarding any of the events or facts related to the allegations in the
12 Complaint or Answers.
13

14 **RESPONSE:** Objection, to the extent that this Interrogatory seeks documents
15 protected by the attorney-client privilege and/or the attorney work product doctrine. Without
16 waiving any objections, Defendant is referred to Plaintiff's Response to Interrogatory No. 1,
17 which is incorporated herein by reference.

18 **REQUEST FOR PRODUCTION NO. 6:** All documents that Plaintiff has sent to
19 or received from MERS or any other Defendant at any time prior to filing this Lawsuit related
20 to any of the events or facts alleged in the Complaint or Answers.
21

22 **RESPONSE:** *See*, Plaintiff's Response to Request for Production No. 1, which is
23 incorporated herein by reference.

24 **REQUEST FOR PRODUCTION NO. 7:** All documents that in any manner
25 relate to any property tax bills for the Property.
26

RESPONSE: *See*, Plaintiff's Response to Request for Production No. 1, which is

incorporated herein by reference.

REQUEST FOR PRODUCTION NO. 8: All documents that in any manner relate to any appraisals of the Property.

RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is incorporated herein by reference.

REQUEST FOR PRODUCTION NO. 9: All documents that in any manner relate to the purchase or sale of the Property, or an attempt to purchase or sell the Property from 2004 to the present, including documents related to notices of default, intent to foreclose, or to sell the Property.

RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is incorporated herein by reference.

REQUEST FOR PRODUCTION NO. 10: All documents that in any manner relate to communications by, to, or with MERS or any other Defendant that relates to the Property, including all agreements and communications regarding the Mortgage Documents.

RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is incorporated herein by reference.

REQUEST FOR PRODUCTION NO. 11: All documents that in any manner relate to the recording of any document related to the Property in any city, county, or state property record or index that mentions, names, or refers to Plaintiff.

RESPONSE: Objection, this Request seeks to compel Plaintiff to go on a search of government records to obtain documents for Defendant MERS. Plaintiff is not required to conduct investigative work for Defendant MERS and he will not undertake any such efforts.

REQUEST FOR PRODUCTION NO. 12: All documents that in any manner

1 relate to payments Plaintiff alleges to have made to any Defendant relating to the Property,
2 including any receipt or acknowledgement of such payments by any Defendant.

3 **RESPONSE:** Objection, this Request is overly broad and unduly burdensome.
4 Without waiving any objections, Mr. Buse responds that he has produced all documents in his
5 possession relating to the claims in this case when he sent over his Initial Disclosures and that
6 is the only documentation he will produce regarding payments made on the subject loan.
7

8 **REQUEST FOR PRODUCTION NO. 13:** All documents that in any manner
9 relate to any attempt by Plaintiff to amend any of the Mortgage Documents.

10 **RESPONSE:** Objection, this Request is unintelligible and therefore Mr. Buse cannot
11 respond since he cannot unilaterally "amend" mortgage documents.

12 **REQUEST FOR PRODUCTION NO. 14:** All documents that in any manner
13 relate to any attempt by Plaintiff to refinance any debt related to the Property.
14

15 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
16 incorporated herein by reference.

17 **REQUEST FOR PRODUCTION NO. 15:** All documents that in any manner
18 relate to Plaintiff's contention in Paragraph 3.2 of the Complaint that the conduct of MERS
19 "constitutes the tort of outrage."
20

21 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
22 incorporated herein by reference.

23 **REQUEST FOR PRODUCTION NO. 16:** All documents that in any manner
24 relate to Plaintiff's contention in Paragraph 3.3 of the Complaint that the conduct of MERS
25 "constitutes the tort of intentional infliction of emotion distress and/or reckless disregard for the
26 infliction of emotional distress...."

1 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
2 incorporated herein by reference.

3 **REQUEST FOR PRODUCTION NO. 17:** All documents that in any manner
4 relate to Plaintiff's contention in Paragraph 4.2 of the Complaint that MERS recorded, or had
5 recorded, "false documents" with the County of King in the State of Washington.
6

7 **RESPONSE:** See, Plaintiff's Response to Interrogatory No. 6, which is incorporated
8 herein by reference.

9 **REQUEST FOR PRODUCTION NO. 18:** All documents that in any manner
10 relate to Plaintiff's contention in Paragraph 4.2 of the Complaint that the conduct of MERS
11 "impaired Plaintiff's title," constituting "slander of title."
12

13 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
14 incorporated herein by reference.

15 **REQUEST FOR PRODUCTION NO. 19:** All documents that in any manner
16 relate to Plaintiff's contention in Paragraph 4.3 of the Complaint that the recording of "false
17 documents[] had a negative impact upon and impair[ed] the credit scores of Plaintiff such that
18 it will prevent him from obtaining a new mortgage loan or other credit."
19

20 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
21 incorporated herein by reference.

22 **REQUEST FOR PRODUCTION NO. 20:** All documents that in any manner
23 relate to Plaintiff's contention in Paragraph 5.2 of the Complaint that MERS owed Plaintiff a
24 fiduciary duty and for each such duty identified, describe in detail the legal and factual support
25 for asserting such a contention.
26

RESPONSE: See, Plaintiff's Response to Request for Production No. 1, which is

1 incorporated herein by reference.

2 **REQUEST FOR PRODUCTION NO. 21:** All documents that in any manner
3 relate to Plaintiff's contention in Paragraph 6.2 of the Complaint that MERS has "engaged in a
4 pattern of unfair business practices in violation of the Washington Consumer Protection
5 Act...."

6
7 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
8 incorporated herein by reference.

9 **REQUEST FOR PRODUCTION NO. 22:** All documents that in any manner
10 relate to Plaintiff's medical, psychological, and/or counseling records and reports from 2000 to
11 the present, and/or an executed form releasing such medical information to the undersigned law
12 firm for the limited purpose of use in this Lawsuit.

13
14 **RESPONSE:** None.

15 **REQUEST FOR PRODUCTION NO. 23:** All documents that in any manner
16 relate to any emotional distress damages that Plaintiff is seeking from MERS or any other
17 Defendant in this Lawsuit including, but not limited to, any medical expenses incurred relating
18 to this Lawsuit.

19
20 **RESPONSE:** None.

21 **REQUEST FOR PRODUCTION NO. 24:** All diaries, journals, calendars, or
22 similar documents or recordings that in any manner relate to the period during which Plaintiff
23 alleges that he suffered emotional damages.

24 **RESPONSE:** See, Plaintiff's Response to Request for Production No. 1, which is
25 incorporated herein by reference.

1 **REQUEST FOR PRODUCTION NO. 25:** All documents that in any manner
2 relate to any absences from Plaintiff's employment relating to this Lawsuit.

3 **RESPONSE:** *See*, Plaintiff's Response to Request for Production No. 1, which is
4 incorporated herein by reference.
5

6 *See*, Plaintiff's Response to Request for Production No. 1, which is incorporated herein
7 by reference.

8 **REQUEST FOR PRODUCTION NO. 26:** All documents that in any manner
9 relate to any other damages Plaintiff is seeking from MERS or any other Defendant in this
10 Lawsuit, including, but not limited to, Plaintiff's attorneys' fees, including any fee agreement,
11 payments that Plaintiff has made to his attorney, and invoices from Plaintiff's attorney.
12

13 **RESPONSE:** Objection, Plaintiff will not respond to this Request since it seeks
14 information which is attorney-client privileged and/or which is protected by the attorney work
15 product doctrine.

16 **REQUEST FOR PRODUCTION NO. 27:** All documents that in any manner
17 relate to any settlements Plaintiff has entered into with any Defendant, including, but not
18 limited to, Defendant Tom Block, related to this Lawsuit, including, but not limited to, any
19 correspondence related to the settlement, any settlement agreements, copies of checks either
20 paid or received by Plaintiff, any other types of documents entered into, including, but not
21 limited to, any novations and amended or new Mortgage Documents.
22

23 **RESPONSE:** *See*, Plaintiff's Response to Request for Production No. 1, which is
24 incorporated herein by reference.
25
26

1 **REQUEST FOR PRODUCTION NO. 28:** All documents that in any manner
2 relate to Plaintiff's efforts minimize or mitigate his damages.

3 **RESPONSE:** *See*, Plaintiff's Response to Request for Production No. 1, which is
4 incorporated herein by reference.

5 **REQUEST FOR PRODUCTION NO. 29:** All documents that in any manner
6
7 relate to Plaintiff's employment from 2000 through the present.

8 **RESPONSE:** Objection, this Request seeks documentation which has no bearing upon
9 the claims in this case and it is propounded for no other purpose than to harass and annoy Mr.
10 Buse. Mr. Buse has not made any claims for lost wages and therefore his employment and
11 income therefrom has no bearing upon the claims in this case. Mr. Buse will not provide any
12 information or documentation relating to his employment.

13 **REQUEST FOR PRODUCTION NO. 30:** All documents that in any manner
14
15 relate to Plaintiff's individual or joint income tax returns, federal and state, for the years 2000
16 to 2008, including all schedules and attachments, and including all IRS forms 1099 and W-2
17 and/or an executed form releasing such tax information to the undersigned law firm for the
18 limited purpose of use in this Lawsuit.

19 **RESPONSE:** *See*, Response to Request for Production No. 29, which is incorporated
20 herein by reference.

21 **REQUEST FOR PRODUCTION NO. 31:** All documents that in any manner
22
23 relate to any conviction or arrest of Plaintiff at any time for any crime.

24 **RESPONSE:** Objection, this Request is made for no other purpose than to harass and
25 annoy Mr. Buse and he will not provide any documentation in response to this Request.
26

1 **REQUEST FOR PRODUCTION NO. 32:** All pleadings, filings, depositions,
2 settlements, and judgments in any lawsuit, administrative action, or arbitration claim filed by or
3 against Plaintiff, or in which Plaintiff was a plaintiff, defendant, or a witness.

4 **RESPONSE:** None.

5 **REQUEST FOR PRODUCTION NO. 33:** All documents that in any manner
6 relate to any bankruptcy filings Plaintiff has made.

7 **RESPONSE:** Mr. Buse does not possess any documentation from his bankruptcy filing
8 and therefore will not produce any documents in response to this Request.

9 **REQUEST FOR PRODUCTION NO. 34:** All documents that in any manner
10 relate to any instance in which Plaintiff is or has been in default on any financial obligation,
11 including delinquencies, late payments, collection efforts, or foreclosures.

12 **RESPONSE:** Objection, this Request is overly broad, unduly burdensome and seeks
13 information and documentation which has not bearing upon this litigation and is not reasonably
14 related to the discovery of admissible evidence. Further, the sole purpose in seeking this
15 information from Mr. Buse is solely to harass and annoy him and he will not provide any of
16 this documentation to the Defendants.

17 **REQUEST FOR PRODUCTION NO. 35:** All documents provided to or
18 received from any expert that Plaintiff may call to testify in this Lawsuit.

19 **RESPONSE:** None.

20 **REQUEST FOR PRODUCTION NO. 36:** All documents that in any manner
21 relate to communications with or the opinion of any consulting expert whose opinion has been
22 reviewed by an expert Plaintiff may call to testify in this Lawsuit.

REQUEST FOR PRODUCTION NO. 37: All documents that Plaintiff intends to use or attempt to introduce as evidence at any hearing or trial in the Lawsuit or use as a substantive aid.

REQUEST FOR PRODUCTION NO. 38: To the extent not produced in response to any other request, all documents that in any manner relate to any of the allegations in the Complaint or the allegations or defenses asserted in the Answers filed in this Lawsuit.

DATED this 12th day of March, 2009.

By Melissa A. Huelsman, WSBA No. 30935
Attorney for Plaintiff Richard O. Buse

1 Richard O. Buse hereby affirms under penalty of perjury:

2
3 That I am the plaintiff in the above-entitled lawsuit to whom these interrogatories are
4 addressed, and as such am authorized to make this verification; that I have read the foregoing
5 answers to interrogatories and requests for production of documents, know the contents thereof,
6 and believe the same to be true.

7 DATED this day of March 3, 2009

8 
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10 Richard O. Buse
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MERS, INC.'S FIRST SET OF
INTERROGATORIES AND REQUESTS FOR
PRODUCTION AND RESPONSES THERETO- 27

Law Offices of Melissa A. Huckman, P.S.
705 Second Avenue, Suite 501
Seattle, WA 98104 • Tel: 206.447.0103

DECLARATION OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was served on the 12th day of March, 2009, on the party of record as stated below in the manner indicated:

Via Hand Delivery and E-mail:

Russell B Wuehler
Stellman Keehnel
DLA Piper US LLP, Ste 7000
Seattle, WA 98104-7044
Telephone: 206.839.4800
Fax: 206.839.4801
E-mail: russell.wuehler@dlapiper.com
Attorneys for Defendant MERS

Via E-mail and Hand Delivery

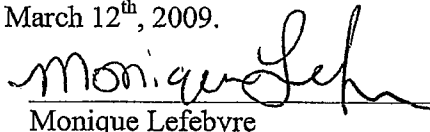
Steven K. Linkon
ROUTH CRABTREE OLSEN, P.S.
3535 Factoria Boulevard SE, Suite 200
Bellevue, WA 98006
Telephone: (425) 458-2121
E-mail: slinkon@rcflegal.com
Attorney for Defendant Attorney for Defendant Greenpoint Mortgage Funding, Inc.

Via U.S. Mail and E-mail

Peter J. Salmon
PITE DUNCAN, LLP
4375 Jutland Drive, Suite 200
San Diego, CA 92117
Telephone: (619) 326-2401
E-mail: psalmon@piteduncan.com
Attorney for Defendants First American Title Insurance Company and Foreclosurelink, Inc.

I declare under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

DATED at Seattle, Washington on March 12th, 2009.


Monique Lefebvre

LOAN MODIFICATION, SETTLEMENT AND RELEASE AGREEMENT

This Loan Modification, Settlement and Release Agreement ("Agreement") is entered into effective June __, 2008 by and among Richard O. Buse ("Buse") and Tom Block ("Block") concerning the following facts:

RECITALS

A. On June 9, 2004, Buse entered into a Home Equity Line of Credit Agreement and Promissory Note ("Note") with GreenPoint Mortgage Funding, Inc. The Note is secured by a Home Equity Line of Credit Deed of Trust and Security Agreement ("Deed of Trust") that encumbers the real property commonly known as 31210 Carnation, Duvall Rd. NE, Carnation, WA 98014 (the "Property"). The Deed of trust was recorded in the official records of King County on July 28, 2004, as instrument number 20040729000563.

B. The Note was ultimately assigned to Block.

C. The Note went into default and Block commenced a nonjudicial foreclosure action.

D. On March 5, 2008, Buse filed a complaint against Block, and others, in King County Superior Court under cause number 08-2-08093 -5 SEA for (1) Injunction, (2) Wrongful Foreclosure, (3) Breach of Contract, (4) Intentional Infliction of Emotional Distress, (5) Slander of Title, (6) Breach of Fiduciary Duty, (7) Breach of Quasi-Fiduciary Duty, and (8) Violation Of The Consumer Protection Act (the "Complaint") alleging claims related to the Note and Deed of Trust held by Block. The Complaint was later removed to the Federal District Court for the Western District of Washington, Case No. C08-0510-MJP.

E. Buse and Block desire to settle all claims between them. Among other things, the Note will be modified and Block will be dismissed from the Complaint, with prejudice.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and the release contained herein, the parties agree as follows:

AGREEMENT

1. **Incorporation Of Recitals:** The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement.

2. **Modification of Note:**

2.1 The unpaid Principal balance of the Note shall be fixed at \$132,550.32, as of May 31, 2008;

2.2 From June 1, 2008, until paid, the principal will accrue interest at 12% per annum;

2.3 Buse shall make monthly payments of interest only starting August 1, 2008. (The initial monthly payment shall be \$1,325.50, assuming no principal reduction).

2.4 There will be no default interest rate charged at any time, but a late charge of 10% of the payment amount due shall be imposed for any payments not paid before the 15th day of the month.

2.5 All foreclosure charges, late fees, and any other charges imposed and recoverable under the Note that accrued prior to this Agreement shall be waived.

2.6 Buse shall pay Block \$3,000 upon execution of this Agreement which shall be applied to the payments due for June and July of 2008, and interest accruing thereafter.

2.7 The Note shall be fully due and payable on July 01, 2029.

2.8 No further Loan Advances under the Note shall be permitted.

2.9 Except for the modifications contained herein, all other terms and provisions of the Note and Deed of Trust shall remain in effect. Any inconsistencies shall be resolved in favor of the provisions of this Agreement.

3. **Pending Litigation:** Upon the execution of this Agreement by the parties, and payment of the attorney fees by Block (described below), Buse shall file a dismissal of his Complaint as to Block, with prejudice.

4. **Foreclosure Action:** Upon the execution of this Agreement by the parties, and the payment of the \$3,000 by Buse, Block shall cancel the pending nonjudicial foreclosure action. None of the costs related to the foreclosure action shall be charged to the Note.

5. **Release of Claims:** In consideration of the modification of the Note, payment of the attorney fees by Block (described below), and the other agreements contained herein, and except for the obligations created by this Agreement, Buse does hereby irrevocably and

unconditionally release and forever discharge Block and his respective affiliates, subsidiaries, parents, heirs, successors, assigns, officers, directors, shareholders, attorneys, agents, representatives, servants, employees, insurers and reinsurers (the "Released Parties"), of and from any and all actions, causes of actions, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and other costs reasonably incurred), of any nature whatsoever in law or equity, whether known or unknown, suspected or unsuspected, which Buse ever had, now has, or may in the future have against the Released Parties arising out of or relating to the facts alleged or claims asserted in the Complaint, concerning the Note and Deed of Trust or the nonjudicial foreclosure (the "Claims").

6. **Attorney Fees:** Block shall pay Buse \$2,500 for his attorney fees incurred in connection with the Complaint. None of Block's attorney fees incurred in connection with the Complaint or the pending nonjudicial foreclosure shall be recoverable or added to the Note.

7. **Miscellaneous**

(a) **Agreements.** The parties hereto understand and agree (a) that the consideration for this Agreement is contractual and not a mere recital; (b) that each party hereto has had the opportunity to engage counsel to review this Agreement and advise such party with respect hereto; and (c) that this Agreement and the releases and agreements contained herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, and all persons and entities claiming by and through such parties.

(b) **Integration:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings regarding the Complaint and the Note and Deed of Trust. This Agreement is to be construed as a whole, according to its fair meaning and not strictly for or against either of the parties, excluding only such provisions as are specifically determined by any court to be illegal or invalid, and any such exclusion will not affect

the validity of the remaining parts, terms or provisions. This is an integrated agreement. This Agreement can be amended, supplemented or changed only by a writing signed by all of the parties hereto.

(c) **Ownership Of Claims:** Buse warrants and represents that he is currently the owner of all Claims he has released hereby, and that the same have not been assigned, pledged or made subject to any contract to or with any other person or entity.

(d) **Counterparts.** This Agreement may be executed by facsimile in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(e) **Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws.

(f) **Joint Drafting.** The parties hereto have jointly cooperated to draft this Agreement.

(g) **Signing of Agreement.** Each of the parties, by their signatures below, acknowledge and represent that (i) he/she/it has carefully read this entire Agreement, has understood all of its provisions and has been afforded an opportunity to review this Agreement with their respective attorneys as desired, (ii) he/she/it voluntarily accepts all of the provisions of this Agreement, (iii) no binding oral representations concerning the terms or effect of this Agreement have been made by another party, and (iv) this Agreement is being executed voluntarily and without duress or undue influence

(h) **Further Cooperation.** Each of the parties hereto agrees that it will sign such other documents, and will provide additional information to each other as may be necessary to carry out the terms of this Agreement.

Signatures continued below

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

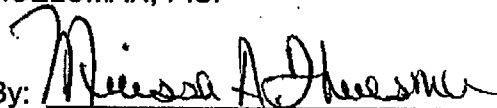
TOM BLOCK

RICHARD O. BUSE



APPROVED AS TO FORM & CONTENT:

LAW OFFICES OF MELISSA A.
HUELSMAN, P.S.

By: 
Melissa A. Huelsman WBA #30935
Attorneys for Richard O. Buse

ROUTH CRABTREE OLSEN, P.S.

By: _____
Steven Linkon, WBA #34896
Attorney for Tom Block

IN WITNESS WHEREOF, the parties have executed this Agreement effective as
of the date first set forth above.

TOM BLOCK



RICHARD O. BUSE



APPROVED AS TO FORM & CONTENT:


LAW OFFICES OF MELISSA A.
HUELSMAN, P.S.

By:

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Attorneys for Richard O. Buse

ROUTH CRABTREE OLSEN, P.S.

By:



Steven Linkon, WBA #34896
Attorney for Tom Block

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